

**THIRD AMENDMENT TO LEASE
COUNTY AGRICULTURAL COMMISSION
785 MAIN STREET, HALF MOON BAY
LEASE NO. 1196**

This Third Amendment To Lease ("Amendment"), dated, for reference purposes only, this _____ day of _____, 2002, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and MANTOANI PROPERTIES ("Landlord"), who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as San Mateo County Assessor's Parcel 056-192-280, together with the improvements thereon, and commonly known as 785 Main Street, Half Moon Bay, California; and,

WHEREAS, Landlord and Tenant entered into a written lease dated April 19, 1994, ("the Lease"); as first amended on November 17, 1998; and as further amended by Second Amendment dated December 18, 2001; and

WHEREAS, Landlord and Tenant desire to further amend the Lease to extend the term.

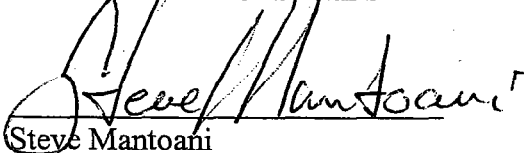
NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE TO AMEND THE LEASE AS FOLLOWS:

1. Section 6 of the original agreement as amended by Section 5 of the First Amendment, and as further amended by Section 1 of the Second Amendment is hereby further amended to extend the term of the lease term to December 31, 2002.
2. Upon delivery of a fully executed copy of this Third Amendment To Lease, this Amendment shall be effective June 1, 2002.

Except as set forth in this Third Amendment To Lease, all other provisions of the Lease as amended shall remain unchanged and in full force and effect.

This Third Amendment shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

LANDLORD
MANTOANI PROPERTIES


Steve Mantoani

TENANT
COUNTY OF SAN MATEO

Jerry Hill
President, Board of Supervisors

ATTEST: _____
Clerk of Said Board

Resolution No. _____